



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

be imprisoned until he paid over the amount or was discharged by order of court, his payment of the money, or his inability to do so on account of poverty, insolvency, or other cause not attributable to his fault, should be accepted as a satisfaction of the contempt.

[Ed. Note.—For other cases, see Contempt, Cent. Dig. § 272; Dec. Dig. § 81.* 3 Va.-W. Va. Enc. Dig. 255.]

Appeal from Corporation Court of Alexandria.

Bill by Thomas J. Fannon and others, as directors and stockholders of the Virginia Safe Deposit & Trust Company, against such company for the administration of its affairs in equity. Receivers having been appointed, and R. Lee Camden, manager of the defendant's Lovings-ton branch, having paid out money on deposit to the depositor with knowledge of the receivership, an application was made by them to recover the amount so paid from the payees and from Camden, and, from a judgment adjudging him guilty of contempt, he appeals. Affirmed.

Harrison & Long, of Lynchburg, for appellant.

S. G. Brent, of Alexandria, for appellee.

VIRGINIA BEACH DEVELOPMENT CO. et al. v. COMMON-WEALTH ex rel. YARRELL.

June 12, 1913.

[78 S. E. 617.]

1. Injunctions (§ 243*)—Actions on Bond—Right of Action—Dissolution of Injunction.—Under Code 1904, § 3442, requiring an injunction bond to be conditioned to pay all such costs as may be awarded against the party obtaining the injunction, and all damages incurred "in case the injunction shall be dissolved," defendants cannot defend an action on an injunction bond on the ground that the injunction was dissolved because a new bond was not given by it as required, where at the trial of the injunction suit leave was granted to it to take further evidence after argument only upon condition that the bond be enlarged; thus indicating that the injunction would be dissolved unless further proof were put in.

[Ed. Note.—For other cases, see Injunction, Cent. Dig. §§ 553, 554, 556; Dec. Dig. § 243.* 7 Va.-W. Va. Enc. Dig. 625; 14 Va.-W. Va. Enc. Dig. 554; 15 Va.-W. Va. Enc. Dig. 500.]

2. Injunction (§ 252*)—Actions on Bond—Damages.—Damages recoverable in an action for breach of an injunction bond are those

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

which are the natural and proximate result of the issuance of the writ.

[Ed. Note.—For other cases, see Injunction, Cent. Dig. §§ 586-598; Dec. Dig. § 252.* 7 Va.-W. Va. Enc. Dig. 627; 15 Va.-W. Va. Enc. Dig. 501.]

3. Injunction (§ 252*)—Actions on Bond—Damages—Excessive Damages.—Evidence in an action on an injunction bond given in a suit to enjoin plaintiff herein from erecting a public bathhouse on certain premises held to show that an award of \$850 damages was not excessive.

[Ed. Note.—For other cases, see Injunction, Cent. Dig. §§ 586-598; Dec. Dig. § 252.* 7 Va.-W. Va. Enc. Dig. 627; 15 Va.-W. Va. Enc. Dig. 501.]

Error to Circuit Court of City of Norfolk.

Action by the Commonwealth, on the relation of Yarrell, against the Virginia Beach Development Company and others. Judgment for complainant, and defendants bring error. Affirmed.

Loyall, Taylor & White, of Norfolk, for plaintiffs in error.
J. Edward Cole, of Norfolk, for defendant in error.

CULPEPER NAT. BANK et al. v. WRENN et al.

June 12, 1913.

[78 S. E. 620.]

1. Deeds (§ 93*)—Construction—Intention of Parties.—Effect must be given to the intention of the parties to a deed, if reasonably clear and free from doubt.

[Ed. Note.—For other cases, see Deeds, Cent. Dig. §§ 231, 232; Dec. Dig. § 93.* 4 Va.-W. Va. Enc. Dig. 419; 14 Va.-W. Va. Enc. Dig. 320; 15 Va.-W. Va. Enc. Dig. 268.]

2. Deeds (§ 93*)—Construction—Intention of Parties.—In determining the purpose of the parties to a deed, all parts must be construed together.

[Ed. Note.—For other cases, see Deeds, Cent. Dig. §§ 231, 232; Dec. Dig. § 93.* 4 Va.-W. Va. Enc. Dig. 421; 14 Va.-W. Va. Enc. Dig. 321; 15 Va.-W. Va. Enc. Dig. 270.]

3. Deeds (§ 124*)—Construction—Estates Conveyed—Fee Simple.—A deed of partition conveyed the land in trust "for the sole, separate, and exclusive use of" grantor "during her lifetime and at her death in trust for her children," and the concluding paragraph provided that, if at any time grantor conveyed any part of the land by deed, the trustee should thereafter hold the same in trust for such person as may be appointed and directed by such deed of the grantor.

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.